

Exhibit A

Court of Common Pleas of Philadelphia County

J00026138432020822

For Prothonotary Use Only (Docket Number)

Trial Division

Civil Cover Sheet**JANUARY 2022****002318**

E-Filing Number: 2201053037

PLAINTIFF'S NAME REMNANT CHURCH OF GOD		DEFENDANT'S NAME SCOTTSDALE INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 7710 OGONTZ AVENUE PHILADELPHIA PA 19150		DEFENDANT'S ADDRESS ONE NATIONWIDE PLAZA COLUMBUS PA 43215	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PROTHONOTARY JAN 27 2022 M. RUSSO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>REMNANT CHURCH OF GOD</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY MICHAEL CASPER		ADDRESS 1617 JFK BLVD SUITE 1270 PHILADELPHIA PA 19146	
PHONE NUMBER (215) 568-2900	FAX NUMBER none entered		
SUPREME COURT IDENTIFICATION NO. 313385		E-MAIL ADDRESS MCASPER@WDBLEGAL.COM	
SIGNATURE OF FILING ATTORNEY OR PARTY MICHAEL CASPER		DATE SUBMITTED Thursday, January 27, 2022, 04:07 pm	

WHEELER, DIULIO & BARNABEI, P.C.

BY: Michael Casper, Esquire
Attorney I.D. No.: 313385
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 971-1000
Email: mcasper@wdblegal.com

MAJOR CASE

JURY TRIAL DEMAND Attested by the
Office of Judicial Records
Attorney: 2022-02-11 04:59 pm

M. RUSSO

REMNANT CHURCH OF GOD
7710 Ogontz Avenue
Philadelphia, PA 19150

vs.

SCOTTSDALE INSURANCE COMPANY
One Nationwide Plaza
Columbus, OH 43215

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELPHIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

MAJOR CASE
JURY TRIAL WAIVED

WHEELER, DIULIO & BARNABEI, P.C.

BY: Michael Casper, Esquire
Attorney I.D. No.: 313385
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 971-1000
Email: mcasper@wdblegal.com

Attorney for Plaintiff(s)

REMNANT CHURCH OF GOD
7710 Ogontz Avenue
Philadelphia, PA 19150

vs.

SCOTTSDALE INSURANCE COMPANY
One Nationwide Plaza
Columbus, OH 43215

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiffs, Remnant Church of God ("Plaintiff"), is a religious institution, under the laws of Pennsylvania, located at the address set forth above.
2. Defendant, Scottsdale Insurance Company ("Defendant"), is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above and regularly issues policies of insurance within the City and County of Philadelphia.
3. Defendant, in its regular course of business issued to Plaintiff a policy of insurance ("Policy") covering Plaintiff's property located at 7710 Ogontz Avenue, Philadelphia, PA 19150 ("Property"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as **Exhibit A**.

4. On or about February 9, 2021, while the Policy was in full force and effect, Plaintiff suffered direct physical loss and damage to the insured Property believed to be the result of a peril insured against under the Policy, namely, an escape of water from a drain line, resulting in damage to the insured Property and those areas and to the extent set forth in the preliminary estimate of loss, a true and correct copy of which is attached hereto as **Exhibit B**.

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

8. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's loss, Defendant has not paid to Plaintiff all of the policy benefits to which Plaintiff is entitled under the Policy and has refused to provide funds sufficient to bring Plaintiff's Property to pre-loss condition.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

13. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiff's covered loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following conduct:

a. by sending correspondence falsely representing that Plaintiff's loss caused by a peril insured against under the Policy was not entitled to benefits due and owing under the Policy;

b. in failing to complete a prompt and thorough investigation of Plaintiff's claim before representing that such claim is not covered under the Policy;

c. in failing to pay Plaintiff's covered loss in a prompt and timely manner;

d. in failing to objectively and fairly evaluate Plaintiff's claim;

e. in conducting an unfair and unreasonable investigation of Plaintiff's claim;

f. in asserting Policy defenses without a reasonable basis in fact;

g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;

h. in failing to keep Plaintiff or their representatives fairly and adequately advised as to the status of the claim;

i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiff or their representatives;

j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiff's claim;

k. in unreasonably withholding policy benefits;

l. in acting unreasonably and unfairly in response to Plaintiff's claim;

m. in unnecessarily and unreasonably compelling Plaintiff to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

WHEELER DIULIO & BARNABEI, P.C.

BY: /s/ Michael Casper
MICHAEL CASPER, ESQUIRE
Attorney for Plaintiff(s)

VERIFICATION

I, Michael Casper, counsel for Plaintiff, verify that the statements contained in the foregoing document are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

WHEELER DIULIO & BARNABEI, P.C.

BY: /s/ Michael Casper
MICHAEL CASPER, ESQUIRE
Attorney for Plaintiff(s)

EXHIBIT A

COMMON POLICY DECLARATIONS			
CPS2970067 <u>Renewal of Number</u>	Underwritten by: Scottsdale Insurance Company Home Office: One Nationwide Plaza • Columbus, Ohio 43215 Administrative Office: 8877 North Gainey Center Drive • Scottsdale, Arizona 85258 1-800-423-7675 • A Stock Company		Policy Number CPS7089678
ITEM 1. NAMED INSURED AND MAILING ADDRESS			
REMNANT CHURCH OF GOD 7710 OGONTZ AVE PHILADELPHIA PA 19150-1819			
AGENT NAME AND ADDRESS PENNOCK INSURANCE INC CHADDS FORD, PA 2 CHRISTY DRIVE SUITE 100 CHADDS FORD PA 19317			
		Agent No.: <u>37001</u>	Program No.: <u>A6</u>
ITEM 2. POLICY PERIOD	From: 04/10/2020	To: 04/10/2021	Term: 365
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.			

Business Description: CHURCH & VACANT BUILDING WITH RENOVATIONS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ <u>\$2,216</u>
Commercial Property Coverage Part	\$ <u>\$4,222</u>
Commercial Crime And Fidelity Coverage Part	\$ <u>NOT COVERED</u>
Commercial Inland Marine Coverage Part	\$ <u>NOT COVERED</u>
Commercial Auto Coverage Part	\$ <u>NOT COVERED</u>
Professional Liability Coverage Part	\$ <u>NOT COVERED</u>
	\$ _____
	\$ _____
Total Policy Premium	\$ <u>6,438.00</u>
TOTAL TAXES AND FEES	\$ <u>338.14</u>
	\$ _____
Policy Total	\$ <u>6,776.14</u>

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

03/26/2020: LH

1210-CPS7089678-20

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

EXHIBIT B

J00026138442020822

**Metro Public Adjustment, Inc.**

Metro Public Adjustment, Inc.
 3551 Bristol Pike
 Bensalem, Pa. 19020
 800-866-1994
 215-633-8000

Insured: Remenant Church of God
 Property: 7710 Ogontz Ave #7712
 Philadelphia, PA 19150-1819

Estimator: Randall P Craley
 Business: 3551 Bristol Pike

Business: (215) 633-8000
 E-mail: Mail@Metropa.com

Claim Number: 02013274**Policy Number:** CPS7089678**Type of Loss:** Water Damage

Date of Loss: 2/9/2021 12:00 AM
 Date Inspected:

Date Received:
 Date Entred: 6/29/2021 4:43 PM

Price List: PAPH8X_FEB21
 Restoration/Service/Remodel
 Estimate: 2021-06-29-1643

The following estimate is only an approximation of the damages suffered, or expenses incurred, by the insured. No warranty or representation with regard to the accuracy of the estimate is expressed or implied and none should be inferred. The actual damages suffered, or expenses incurred, could be higher or lower than the estimate, even significantly, depending on variances in a number of factors affecting the estimate and the accuracy of the information and assumptions upon which the estimate is based. The estimate is based upon, among other things: information provided to us by the insured; our own observations; measurements taken by our own representatives, the insured and others engaged by the insured; as well as certain assumptions made by us. Many factors may effect the amount of the estimate where compensation has already been received by the insured for the damage, and with regard to which payment we were not informed; the cost of one contractor varying from another contractor as a result of a number of factors, including, without limitation, the quality of the work, the quality of the materials, or warranties provided by such contractors; damages that were not observed at the time the estimate was rendered because of a lack of accessibility or weather; and all other factors beyond our reasonable control. This estimate has been calculated for informational purposes only, and is based upon our good faith belief as the damages suffered or expenses incurred as a result of the particular loss, and only represents one opinion as to the method of repair, restoration, or replacement. Any reliance on the estimate is at your own risk and you agree to hold Metro Public Adjustment, Inc., its representatives, employees, agents, officers, and principals harmless in the event of such reliance.

Randall P Craley
 5842 Township Line Rd
 Pipersville, Pa. 18947
 (215) 696-2631

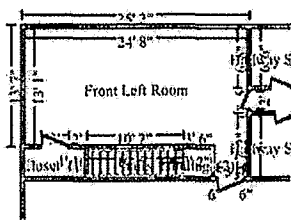
**Metro Public Adjustment, Inc.**

Metro Public Adjustment, Inc.
3551 Bristol Pike
Bensalem, Pa. 19020
800-866-1994
215-633-8000

2021-06-29-1643

Basement**Basement**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
3. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA		593.00	0.00	0.00	124.53	717.53
6. General clean - up	6.00 HR		0.00	40.01	23.23	50.42	313.71
General continuous Cleanup during the restoration project.							
8. On-Site Inventory, Packing, Boxing, Moving chrg - per hour	20.00 HR		0.00	40.00	0.00	168.00	968.00
Moving around contents from room to room for flooring replacement. Extra time is need to do this process than the standard dmo room line item.							
9. On-Site Evaluation and/or Supervisor/Admin - per hour	20.00 HR		0.00	60.73	0.00	255.07	1,469.67
This is a big job with many moving parts. On site supervisor is necessary.							
10. Provide box, packing paper & tape - medium size	50.00 EA		0.00	3.37	13.48	38.22	220.20
Needed for items through out basement..							
14. Plumber's invoice - TBD	1.00 EA		0.00	0.00	0.00	0.00	0.00
Total: Basement					36.71	636.24	3,689.11

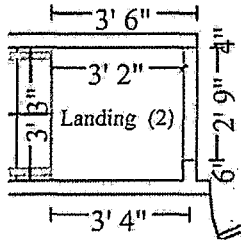
**Front Left Room****Height: 8'**

589.67 SF Walls	335.86 SF Ceiling
925.53 SF Walls & Ceiling	335.86 SF Floor
37.32 SY Flooring	71.92 LF Floor Perimeter
82.67 LF Ceil. Perimeter	

Door**3' X 6' 8"****Opens into FRONT_RIGHT_****Door****2' X 6' 8"****Opens into HALLWAY2**

**Metro Public Adjustment, Inc.**

Metro Public Adjustment, Inc.
3551 Bristol Pike
Bensalem, Pa. 19020
800-866-1994
215-633-8000

CONTINUED - Front Left Room**Subroom: Landing (2)****Height: 8'**

58.33 SF Walls	10.29 SF Ceiling
68.63 SF Walls & Ceiling	10.29 SF Floor
1.14 SY Flooring	6.83 LF Floor Perimeter
9.58 LF Ceil. Perimeter	

Missing Wall

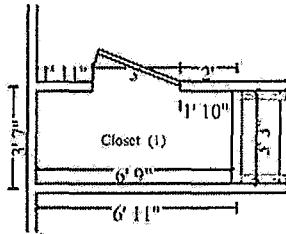
3' 3" X 8'

Opens into STAIRS2

Missing Wall - Goes to Floor

2' 9" X 6' 8"

Opens into FRONT_LEFT_R

**Subroom: Closet (1)****Height: 8'**

143.25 SF Walls	21.94 SF Ceiling
165.19 SF Walls & Ceiling	21.94 SF Floor
2.44 SY Flooring	17.00 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into FRONT_LEFT_R

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
11. Detach & Reset Refrigerator - Commercial - side by side	1.00 EA	363.78	0.00	0.00	0.00	76.40	440.18
15. R&R 1/2" drywall - hung, taped, floated, ready for paint	200.00 SF		0.45	2.87	8.48	141.22	813.70
Exterior wall where plumbing is							
17. R&R 1/2" - drywall per LF - up to 2' tall	71.75 LF		2.37	11.91	7.06	216.66	1,248.31
18. R&R Baseboard - 2 1/4"	95.75 LF		0.45	2.57	7.28	62.26	358.71
20. Cold air return cover - Detach & reset	1.00 EA		0.00	20.69	0.00	4.35	25.04
22. Mask and prep for paint - tape only (per LF)	112.25 LF		0.00	0.54	0.36	12.81	73.79
24. Detach & Reset Baseboard heat cover - steam/hot water - over 85" long	2.00 EA	12.24	0.00	0.00	0.00	5.14	29.62
25. Paint baseboard - two coats	95.75 LF		0.00	1.28	0.92	25.93	149.41
26. Seal/prime then paint the walls and ceiling twice (3 coats)	1,159.34 SF		0.00	1.17	24.11	289.91	1,670.45
27. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	4.00 EA	81.88	0.00	0.00	0.00	68.78	396.30
29. R&R Vinyl tile	368.09 SF		1.20	3.89	65.08	407.13	2,345.79



Metro Public Adjustment, Inc.

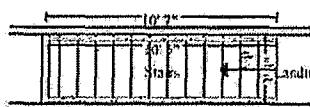
Metro Public Adjustment, Inc.
3551 Bristol Pike
Bensalem, Pa. 19020
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CONTINUED - Front Left Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Front Left Room					113.29	1,310.59	7,551.30

Stairs

Height: 17'



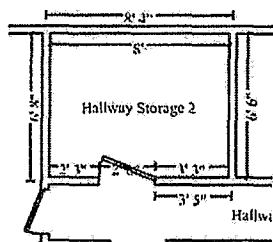
262.99 SF Walls	33.85 SF Ceiling
296.84 SF Walls & Ceiling	65.95 SF Floor
7.33 SY Flooring	26.39 LF Floor Perimeter
20.83 LF Ceil. Perimeter	

Missing Wall

3' 3" X 17'

Opens into LANDING

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
31. Paint stair skirt/apron	28.00 LF		0.00	5.17	0.58	30.52	175.86
32. Mask and prep for paint - tape only (per LF)	108.00 LF		0.00	0.54	0.35	12.33	71.00
Totals: Stairs					0.93	42.85	246.86



Hallway Storage 2

Height: 8'

215.33 SF Walls	52.00 SF Ceiling
267.33 SF Walls & Ceiling	52.00 SF Floor
5.78 SY Flooring	26.50 LF Floor Perimeter
29.00 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY2

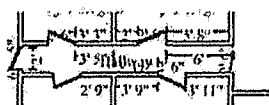
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
122. R&R 1/2" - drywall per LF - up to 2' tall	26.50 LF		2.37	11.91	2.61	80.02	461.06
123. R&R Baseboard - 2 1/4"	26.50 LF		0.45	2.57	2.01	17.22	99.27
124. Paint baseboard - two coats	26.50 LF		0.00	1.28	0.25	7.18	41.35
125. Seal/prime then paint the walls and ceiling twice (3 coats)	267.33 SF		0.00	1.17	5.56	66.86	385.20
126. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	81.88	0.00	0.00	0.00	17.20	99.08
127. R&R Casing - 2 1/4"	16.00 LF		0.53	1.82	1.20	8.14	46.94

**Metro Public Adjustment, Inc.**

Metro Public Adjustment, Inc.
3551 Bristol Pike
Bensalem, Pa. 19020
800-866-1994
215-633-8000

CONTINUED - Hallway Storage 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
128. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	27.85	0.33	5.92	34.10
129. R&R Vinyl tile	52.00 SF		1.20	3.89	9.19	57.51	331.38
131. R&R Suspended ceiling tile - 2' x 4'	76.00 SF		0.22	2.25	7.24	40.94	235.90
132. Detach & Reset Fluorescent light fixture	1.00 EA	81.88	0.00	0.00	0.00	17.20	99.08
133. Carpenter - General Framer - per hour	4.00 HR		0.00	66.72	0.00	56.05	322.93
Labor and materials to reframe Soffit							
Totals: Hallway Storage 2					28.39	374.24	2,156.29

Hallway**Height: 8'**

241.33 SF Walls	46.67 SF Ceiling
288.00 SF Walls & Ceiling	46.67 SF Floor
5.19 SY Flooring	28.17 LF Floor Perimeter
40.17 LF Ceil. Perimeter	

Door	2' X 6' 8"	Opens into FRONT_LEFT_R
Door	2' 6" X 6' 8"	Opens into HALLWAY_STOR
Door	2' 6" X 6' 8"	Opens into HALLWAY_STO3
Missing Wall	2' 6" X 8'	Opens into REAR_LEFT
Door	2' 6" X 6' 8"	Opens into HALLWAY_STO1
Door	2' 6" X 6' 8"	Opens into HALLWAY_STO4

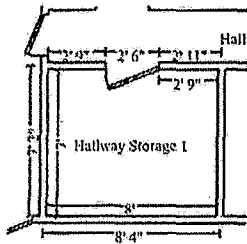
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
88. R&R 1/2" - drywall per LF - up to 2' tall	4.17 LF		2.37	11.91	0.41	12.60	72.55
89. R&R Baseboard - 2 1/4"	28.17 LF		0.45	2.57	2.14	18.32	105.54
90. Paint baseboard - two coats	28.17 LF		0.00	1.28	0.27	7.64	43.97
91. Seal/prime then paint the walls and ceiling twice (3 coats)	288.00 SF		0.00	1.17	5.99	72.03	414.98
95. R&R Casing - 2 1/4"	83.00 LF		0.53	1.82	6.24	42.28	243.57
92. Paint door/window trim & jamb - 2 coats (per side)	5.00 EA		0.00	27.85	1.64	29.59	170.48
96. Detach & Reset Light fixture - wall sconce	2.00 EA	56.41	0.00	0.00	0.00	23.69	136.51

**Metro Public Adjustment, Inc.**

Metro Public Adjustment, Inc.
3551 Bristol Pike
Bensalem, Pa. 19020
800-866-1994
215-633-8000

CONTINUED - Hallway

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
97. R&R Vinyl tile	46.67 SF		1.20	3.89	8.25	51.63	297.43
Totals: Hallway					24.94	257.78	1,485.03

**Hallway Storage 1****Height: 8'**

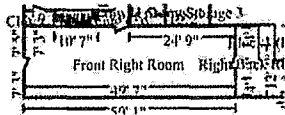
223.33 SF Walls	56.00 SF Ceiling
279.33 SF Walls & Ceiling	56.00 SF Floor
6.22 SY Flooring	27.50 LF Floor Perimeter
30.00 LF Ceil. Perimeter	

Door**2' 6" X 6' 8"****Opens into HALLWAY2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
135. R&R 1/2" - drywall per LF - up to 2' tall	27.50 LF		2.37	11.91	2.71	83.04	478.46
136. R&R Baseboard - 2 1/4"	27.50 LF		0.45	2.57	2.09	17.89	103.04
137. Paint baseboard - two coats	27.50 LF		0.00	1.28	0.26	7.45	42.91
138. Seal/prime then paint the walls and ceiling twice (3 coats)	279.33 SF		0.00	1.17	5.81	69.85	402.48
139. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	81.88	0.00	0.00	0.00	17.20	99.08
140. R&R Casing - 2 1/4"	16.00 LF		0.53	1.82	1.20	8.14	46.94
141. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	27.85	0.33	5.92	34.10
142. R&R Vinyl tile	56.00 SF		1.20	3.89	9.90	61.93	356.87
Totals: Hallway Storage 1					22.30	271.42	1,563.88

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Front Right Room**Height: 8'**

979.33 SF Walls
1,805.72 SF Walls & Ceiling
91.82 SY Flooring
132.50 LF Ceil. Perimeter

826.39 SF Ceiling
826.39 SF Floor
124.00 LF Floor Perimeter

Door 2' 6" X 6' 8" Opens into Exterior
Window 4' X 3' Opens into RIGHT_BACK_R
Door 3' X 6' 8" Opens into RIGHT_BACK_R
Window 4' X 3' Opens into RIGHT_BACK_R
Door 3' X 6' 8" Opens into FRONT_LEFT_R

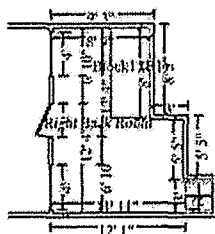
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
33. R&R 1/2" - drywall per LF - up to 2' tall	124.00 LF		2.37	11.91	12.20	374.41	2,157.33
34. R&R Baseboard - 2 1/4" stain grade	124.00 LF		0.45	3.15	14.28	96.75	557.43
49. R&R Casing - 2 1/4"	48.00 LF		0.53	1.82	3.61	24.45	140.86
35. Mask and prep for paint - tape only (per LF)	132.50 LF		0.00	0.54	0.42	15.12	87.09
40. Stain & finish door/window trim & jamb (per side)	5.00 EA		0.00	36.46	2.23	38.75	223.28
41. Stain & finish door slab only (per side)	4.00 EA		0.00	52.04	2.53	44.25	254.94
43. Door knob/lockset - Detach & reset	2.00 EA		0.00	23.91	0.00	10.04	57.86
36. Detach & Reset Baseboard heat cover - steam/hot water - over 85" long	3.00 EA	12.24	0.00	0.00	0.00	7.71	44.43
37. Stain & finish baseboard	124.00 LF		0.00	1.39	1.79	36.58	210.73
38. Seal/prime then paint the walls twice (3 coats)	979.33 SF		0.00	1.17	20.37	244.90	1,411.09
39. R&R Vinyl tile	826.39 SF		1.20	3.89	146.11	914.01	5,266.45
42. Detach & Reset Light fixture - wall sconce	6.00 EA	56.41	0.00	0.00	0.00	71.08	409.54
45. Detach & Reset Thermostat	1.00 EA	50.66	0.00	0.00	0.00	10.64	61.30
46. R&R Cabinetry - lower (base) units	6.00 LF		7.95	181.33	70.59	253.33	1,459.60
48. Detach & Reset Countertop - flat laid plastic laminate	8.00 LF	16.34	0.00	0.00	0.00	27.45	158.17
50. Refrigerator - Remove & reset	1.00 EA		0.00	45.18	0.00	9.49	54.67
52. Detach & Reset Suspended ceiling grid - 2' x 4'	826.39 SF	2.12	0.00	0.00	0.00	367.92	2,119.87

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CONTINUED - Front Right Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Wall paint goes above grid							
54. Suspended ceiling tile - Detach & reset	826.39 SF		0.00	0.90	0.00	156.19	899.94
55. Detach & Reset Fluorescent light fixture	12.00 EA	81.88	0.00	0.00	0.00	206.34	1,188.90
56. Detach & Reset Smoke detector - High grade	1.00 EA	54.62	0.00	0.00	0.00	11.47	66.09
Totals: Front Right Room					274.13	2,920.88	16,829.57

**Right Back Room****Height: 8'**

353.00 SF Walls	171.56 SF Ceiling
524.56 SF Walls & Ceiling	142.98 SF Floor
15.89 SY Flooring	39.33 LF Floor Perimeter
54.00 LF Ceil. Perimeter	

Window	4' X 3'	Opens into FRONT_RIGHT_
Door	3' X 6' 8"	Opens into FRONT_RIGHT_
Window	4' X 3'	Opens into FRONT_RIGHT_
Missing Wall	3' X 8'	Opens into STAIRS1

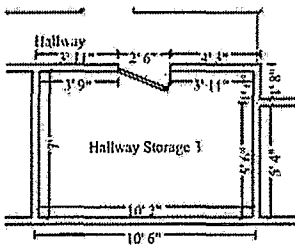
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
58. R&R Baseboard - 2 1/4" stain grade	39.33 LF		0.45	3.15	4.53	30.69	176.81
60. Mask and prep for paint - tape only (per LF)	54.00 LF		0.00	0.54	0.17	6.17	35.50
64. Detach & Reset Baseboard heat cover - steam/hot water - over 85" long	1.00 EA	12.24	0.00	0.00	0.00	2.57	14.81
65. Stain & finish baseboard	39.33 LF		0.00	1.39	0.57	11.60	66.84
66. Seal/prime then paint the walls twice (3 coats)	353.00 SF		0.00	1.17	7.34	88.27	508.62
67. R&R Vinyl tile	142.98 SF		1.20	3.89	25.28	158.14	911.19
77. R&R Paneling	353.00 SF		0.32	2.25	18.92	194.50	1,120.63
79. Detach & Reset Suspended ceiling grid - 2' x 4'	171.56 SF	2.12	0.00	0.00	0.00	76.38	440.09
Wall paint goes above grid							
80. Suspended ceiling tile - Detach & reset	171.56 SF		0.00	0.90	0.00	32.42	186.82

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CONTINUED - Right Back Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
81. Detach & Reset Fluorescent light fixture	2.00 EA	81.88	0.00	0.00	0.00	34.39	198.15
87. Detach & Reset Smoke detector	1.00 EA	54.62	0.00	0.00	0.00	11.47	66.09
82. Detach & Reset Smoke detector - High grade	1.00 EA	54.62	0.00	0.00	0.00	11.47	66.09
72. Refrigerator - Remove & reset	2.00 EA		0.00	45.18	0.00	18.98	109.34
86. Detach & Reset Refrigerator - Commercial - side by side	1.00 EA	363.78	0.00	0.00	0.00	76.40	440.18
Totals: Right Back Room					56.81	753.45	4,341.16

**Hallway Storage 3****Height: 8'**

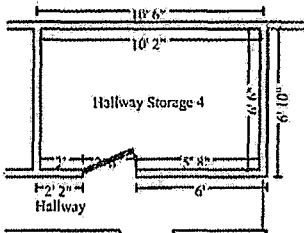
258.00 SF Walls	71.17 SF Ceiling
329.17 SF Walls & Ceiling	71.17 SF Floor
7.91 SY Flooring	31.83 LF Floor Perimeter
34.33 LF Ceil. Perimeter	

Door**2' 6" X 6' 8"****Opens into HALLWAY2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
110. R&R 1/2" - drywall per LF - up to 2' tall	31.83 LF		2.37	11.91	3.13	96.10	553.77
111. R&R Baseboard - 2 1/4"	31.83 LF		0.45	2.57	2.42	20.70	119.24
104. Paint baseboard - two coats	31.83 LF		0.00	1.28	0.31	8.61	49.66
105. Seal/prime then paint the walls and ceiling twice (3 coats)	329.17 SF		0.00	1.17	6.85	82.31	474.29
106. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	81.88	0.00	0.00	0.00	17.20	99.08
112. R&R Casing - 2 1/4"	16.00 LF		0.53	1.82	1.20	8.14	46.94
113. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	27.85	0.33	5.92	34.10
109. R&R Vinyl tile	71.17 SF		1.20	3.89	12.58	78.71	453.54
Totals: Hallway Storage 3					26.82	317.69	1,830.62

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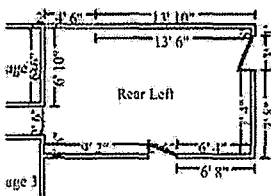
**Hallway Storage 4****Height: 8'**

250.00 SF Walls
316.08 SF Walls & Ceiling
7.34 SY Flooring
33.33 LF Ceil. Perimeter

66.08 SF Ceiling
66.08 SF Floor
30.83 LF Floor Perimeter

Door**2' 6" X 6' 8"****Opens into HALLWAY2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
114. R&R 1/2" - drywall per LF - up to 2' tall	30.83 LF		2.37	11.91	3.03	93.09	536.38
115. R&R Baseboard - 2 1/4"	30.83 LF		0.45	2.57	2.34	20.05	115.49
116. Paint baseboard - two coats	30.83 LF		0.00	1.28	0.30	8.35	48.11
117. Seal/prime then paint the walls and ceiling twice (3 coats)	316.08 SF		0.00	1.17	6.57	79.04	455.42
118. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	1.00 EA	81.88	0.00	0.00	0.00	17.20	99.08
119. R&R Casing - 2 1/4"	16.00 LF		0.53	1.82	1.20	8.14	46.94
120. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	27.85	0.33	5.92	34.10
121. R&R Vinyl tile	66.08 SF		1.20	3.89	11.68	73.10	421.13
Totals: Hallway Storage 4					25.45	304.89	1,756.65

**Rear Left****Height: 8'**

377.33 SF Walls
575.75 SF Walls & Ceiling
22.05 SY Flooring
55.50 LF Ceil. Perimeter

198.42 SF Ceiling
198.42 SF Floor
45.50 LF Floor Perimeter

Missing Wall - Goes to Floor**4' 6" X 6' 8"****Opens into Exterior****Door****3' X 6' 8"****Opens into Exterior****Door****2' 6" X 6' 8"****Opens into Exterior****Missing Wall****2' 6" X 8'****Opens into HALLWAY2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
98. Paint baseboard - two coats	45.50 LF		0.00	1.28	0.44	12.32	71.00
99. Seal/prime then paint the walls and ceiling twice (3 coats)	575.75 SF		0.00	1.17	11.98	143.98	829.59

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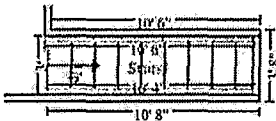
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CONTINUED - Rear Left

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
101. Detach & Reset Fluorescent - two tube - 4' - fixture w/lens	2.00 EA	81.88	0.00	0.00	0.00	34.39	198.15
102. Detach & Reset Smoke detector - High grade	1.00 EA	54.62	0.00	0.00	0.00	11.47	66.09
103. Detach & Reset Cold air return cover	1.00 EA	20.69	0.00	0.00	0.00	4.35	25.04
100. R&R Vinyl tile	198.42 SF		1.20	3.89	35.08	219.46	1,264.49
Totals: Rear Left					47.50	425.97	2,454.36

Stairs1**Height: 13' 7"**

220.91 SF Walls	31.00 SF Ceiling
251.91 SF Walls & Ceiling	51.87 SF Floor
5.76 SY Flooring	23.36 LF Floor Perimeter
20.83 LF Ceil. Perimeter	

Missing Wall**3' X 13' 7 7/16"****Opens into RIGHT_BACK_R**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
83. R&R Paneling	220.91 SF		0.32	2.25	11.84	121.72	701.30
84. R&R Handrail - Steel - Floor mounted - Chain railing	14.00 LF		3.31	33.99	25.41	115.01	662.62
Totals: Stairs1					37.25	236.73	1,363.92
Total: Basement					694.52	7,852.73	45,268.75

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Heat, vent, & air cond. labor minimum	1.00 EA		0.00	109.88	0.00	23.08	132.96
44. Finish hardware labor minimum	1.00 EA		0.00	115.64	0.00	24.28	139.92
Totals: Labor Minimums Applied					0.00	47.36	272.88
Line Item Totals: 2021-06-29-1643					694.52	7,900.09	45,541.63



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Grand Total Areas:

4,172.81 SF Walls	1,921.23 SF Ceiling	6,094.04 SF Walls and Ceiling
1,945.60 SF Floor	216.18 SY Flooring	499.17 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	562.75 LF Ceil. Perimeter
1,945.60 Floor Area	2,058.89 Total Area	3,490.33 Interior Wall Area
1,952.17 Exterior Wall Area	226.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	42,883.76	94.16%	42,883.76	94.16%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	2,657.87	5.84%	2,657.87	5.84%
Total	45,541.63	100.00%	45,541.63	100.00%



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Summary for Dwelling

Line Item Total	34,763.92
Material Sales Tax	657.81
	<hr/>
Subtotal	35,421.73
Overhead	3,542.30
Profit	3,896.50
Cleaning Sales Tax	23.23
	<hr/>
Replacement Cost Value	\$42,883.76
Net Claim	<u>\$42,883.76</u>

Randall P Craley



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Summary for Contents

Line Item Total	2,183.10
Material Sales Tax	13.48
Subtotal	2,196.58
Overhead	219.66
Profit	241.63
Replacement Cost Value	\$2,657.87
Net Claim	\$2,657.87

Randall P Craley



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8%)	Cleaning Mtl Tax (8%)	Cleaning Sales Tax (8%)	Clothing Acc Tax (8%)	Manuf. Home Tax (8%)	Storage Rental Tax (8%)	Dryclean/Laun dry Tax (8%)
Line Items									
	3,761.96	4,138.13	671.29	0.00	23.23	0.00	0.00	0.00	0.00
Total	3,761.96	4,138.13	671.29	0.00	23.23	0.00	0.00	0.00	0.00

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Recap by Room

Estimate: 2021-06-29-1643

Area: Basement		3,016.16	8.16%
Coverage: Dwelling	27.62% =	833.06	
Coverage: Contents	72.38% =	2,183.10	
Front Left Room		6,127.42	16.58%
Coverage: Dwelling	100.00% =	6,127.42	
Stairs		203.08	0.55%
Coverage: Dwelling	100.00% =	203.08	
Hallway Storage 2		1,753.66	4.75%
Coverage: Dwelling	100.00% =	1,753.66	
Hallway		1,202.31	3.25%
Coverage: Dwelling	100.00% =	1,202.31	
Hallway Storage 1		1,270.16	3.44%
Coverage: Dwelling	100.00% =	1,270.16	
Front Right Room		13,634.56	36.90%
Coverage: Dwelling	100.00% =	13,634.56	
Right Back Room		3,530.90	9.56%
Coverage: Dwelling	100.00% =	3,530.90	
Hallway Storage 3		1,486.11	4.02%
Coverage: Dwelling	100.00% =	1,486.11	
Hallway Storage 4		1,426.31	3.86%
Coverage: Dwelling	100.00% =	1,426.31	
Rear Left		1,980.89	5.36%
Coverage: Dwelling	100.00% =	1,980.89	
Stairs1		1,089.94	2.95%
Coverage: Dwelling	100.00% =	1,089.94	
Area Subtotal: Basement		36,721.50	99.39%
Coverage: Dwelling	94.05% =	34,538.40	
Coverage: Contents	5.95% =	2,183.10	
Labor Minimums Applied		225.52	0.61%
Coverage: Dwelling	100.00% =	225.52	
Subtotal of Areas		36,947.02	100.00%
Coverage: Dwelling	94.09% =	34,763.92	
Coverage: Contents	5.91% =	2,183.10	
Total		36,947.02	100.00%

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Recap by Category

O&P Items			Total	%
ACOUSTICAL TREATMENTS			3,184.81	6.99%
Coverage: Dwelling	@	100.00% =	3,184.81	
APPLIANCES			863.10	1.90%
Coverage: Dwelling	@	100.00% =	863.10	
CABINETRY			1,218.70	2.68%
Coverage: Dwelling	@	100.00% =	1,218.70	
CONT: GARMENT & SOFT GOODS CLN			2,183.10	4.79%
Coverage: Contents	@	100.00% =	2,183.10	
CLEANING			240.06	0.53%
Coverage: Dwelling	@	100.00% =	240.06	
GENERAL DEMOLITION			4,206.20	9.24%
Coverage: Dwelling	@	100.00% =	4,206.20	
DRYWALL			4,344.48	9.54%
Coverage: Dwelling	@	100.00% =	4,344.48	
ELECTRICAL			218.48	0.48%
Coverage: Dwelling	@	100.00% =	218.48	
FLOOR COVERING - VINYL			7,110.14	15.61%
Coverage: Dwelling	@	100.00% =	7,110.14	
FINISH CARPENTRY / TRIMWORK			1,487.69	3.27%
Coverage: Dwelling	@	100.00% =	1,487.69	
FINISH HARDWARE			163.46	0.36%
Coverage: Dwelling	@	100.00% =	163.46	
FRAMING & ROUGH CARPENTRY			266.88	0.59%
Coverage: Dwelling	@	100.00% =	266.88	
HEAT, VENT & AIR CONDITIONING			275.36	0.60%
Coverage: Dwelling	@	100.00% =	275.36	
LIGHT FIXTURES			2,498.28	5.49%
Coverage: Dwelling	@	100.00% =	2,498.28	
METAL STRUCTURES & COMPONENTS			475.86	1.04%
Coverage: Dwelling	@	100.00% =	475.86	
PANELING & WOOD WALL FINISHES			1,291.30	2.84%
Coverage: Dwelling	@	100.00% =	1,291.30	
PAINTING			6,919.12	15.19%
Coverage: Dwelling	@	100.00% =	6,919.12	
O&P Items Subtotal			36,947.02	81.13%
Material Sales Tax			671.29	1.47%
Coverage: Dwelling	@	97.99% =	657.81	
Coverage: Contents	@	2.01% =	13.48	
Overhead			3,761.96	8.26%
Coverage: Dwelling	@	94.16% =	3,542.30	

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Coverage: Contents	@	5.84% =	219.66	
Profit			4,138.13	9.09%
Coverage: Dwelling	@	94.16% =	3,896.50	
Coverage: Contents	@	5.84% =	241.63	
Cleaning Sales Tax			23.23	0.05%
Coverage: Dwelling	@	100.00% =	23.23	
Total			45,541.63	100.00%

General Contractor and Subcontractor Overhead and Profit

When Xactware surveys prices from contractors in the field, the unit prices the contractors provide are intended to be inclusive of costs and fees associated with performing the task, but exclude any general overhead and profit percentage.

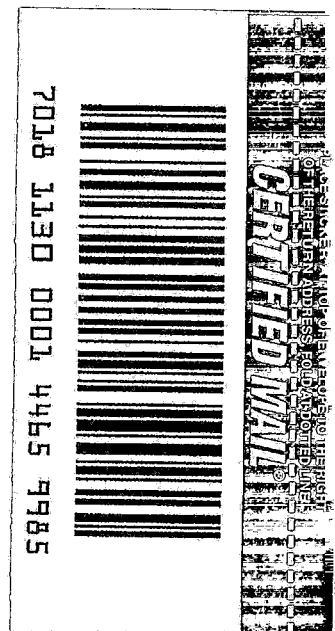
While most often what is referred to as overhead and profit (O & P) is general overhead and profit paid to the general contractor, there is an additional category of O & P that is often not mentioned: this is the O & P required by the subcontractor who performs the work.


The unit prices published by Xactware should include the general contractor's cost to either perform the work with in-house employees or to hire a subcontractor.

Because subcontractors incur their own overhead and also desire a profit, it can be reasonably assumed that the unit prices published by Xactware include the subcontractor's O & P, but not include the general contractor's O & P.

Summary:

When used, the general overhead and profit is most commonly added to the end of the estimate as a percentage of the total job; therefore, the general overhead and profit percentage is not included within the unit prices published by Xactware. Subcontractors O & P is intended to be included within the unit prices.



 WHEELER DIULLO & BARNABEI THE PROPERTY DAMAGE ATTORNEYS	1617 JFK Boulevard, Suite 1270 Philadelphia, PA 19103
TO:	
Scottsdale Insurance Company One Nationwide Plaza Columbus, OH 43215	
CERTIFIED MAIL RETURN RECEIPT REQUESTED	

1-30-405

